

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 43	
2. CONTRACT NO.		3. SOLICITATION NO. N62470-03-R-3065		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 29 Aug 2003	6. REQUISITION/PURCHASE NO. N62470-03-R-3065PR	
7. ISSUED BY COMMANDER, ATLANTIC DIVISION, NAVFACENG 1510 GILBERT STREET BUILDING N26 NORFOLK VA 23511-2699			CODE N62470	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE  TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>BUILDING N26 ROOM 2122</u> until <u>14 00</u> local time <u>30 SEP 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME SHARON TAYLOR		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (757) 322-8258		C. E-MAIL ADDRESS TaylorSA@efdlant.navy.mil	
11. TABLE OF CONTENTS							
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			Lump Sum		
	FFP - PRICE FOR ALL WORK IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lump Sum		
	OPTION ITEM NO. 1				
	FFP - Price for providing all work in connection with resilient textile flooring finish for Mainside Primary School and Mainside Intermediate School, complete in accordance with the drawings and specifications.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Lump Sum		
	OPTION ITEM NO. 2				
	FFP - Price for providing all work in connection with demolition and new work at Berkley Manor Elementary School, Brewster Middle School, and Midway Park Storage Building 4021, complete in accordance with the drawings and specifications.				

- a. The Government reserves the unilateral right to award the option(s) to the contractor at the bid price within 365 calendar days after the contract award.
- b. Evaluation of Options (JUL 1990). Except when it is determined in accordance with FAR 17.206 (b) not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the price for the Option(s) to the total price for the Bid Item 0001. Evaluation of options will not obligate the Government to exercise the Option(s). (FAR 52.217-5)
- c. The Government may reject an offer as non-responsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

## SECTION C Descriptions and Specifications

### DESCRIPTION OF WORK

The contract will provide construction of two (2) masonry and steel framed single story schools with a concrete floor slab and sloped standing seam metal roof. The primary school will have 9154 SM and the intermediate school will have 7452 SM. Both schools will include required parking and pavement for private vehicles and buses, sidewalks, landscaping, play areas, bike path, walkway and utilities. The demolition of the existing Stone St. School and partial demolition of the existing Russell St. School and required anti-terrorism/force protection measures are included. Interior spaces include administrative and guidance offices, a gymnasium, a multi-purpose room with stage and kitchen, general purpose classrooms, a library, special education classrooms, an art room, a music room, computer rooms and miscellaneous support spaces and incidental related work. The contractor shall provide all labor, supervision, engineering, materials, tools, parts, supplies and transportation to perform all work described in the specifications. The two new schools shall be constructed on the site of the existing Stone Street Elementary School.

## SECTION E Inspection and Acceptance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an

equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X\_1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X\_2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

\_3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001



52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-11	Buy American Act--Construction Materials Under Trade Agreements	JUL 2002
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
5252.236-9301	SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA	JUN 1994

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than \*\*\* calendar days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

***PHASE A	DAY 1	THROUGH	DAY 510
PHASE B	DAY 511	THROUGH	DAY 540
PHASE C	DAY 541	THROUGH	DAY 660
PHASE D	upon Receipt Of Notice to Proceed	THROUGH	DAY 660

(End of clause)

#### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \*\*\*SEE BELOW\*\*\* for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

Phase A	\$10,450 per calendar day of delay
Phase B	\$ 450 per calendar day of delay
Phase C	\$ 470 per calendar day of delay
Phase D	\$ 470 per calendar day of delay

(End of clause)

#### 52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 120 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(End of clause)

#### 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged

business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that

exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.229-2 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)

(a) "Materials," as used in this clause, means building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building or structure erected, altered, or repaired under this contract.

(b) If this is a fixed-price contract, the contract price includes North Carolina State and local sales and use taxes to be paid on materials, notwithstanding any other provision of this contract. If this is a cost-reimbursement contract, any North Carolina State and local sales and use taxes paid by the Contractor on materials shall constitute an allowable cost under this contract.

(c) At the time specified in paragraph (d) below, the Contractor shall furnish the Contracting Officer certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina State and local sales and use taxes paid. In the event the Contractor makes several purchases from the same vendor, the certified statement shall indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina State and local sales and use taxes paid. The statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina State and local sales or use tax paid on this property by the Contractor. Any local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor shall furnish any additional information the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim for sales or use taxes. The Contractor shall also obtain and furnish to the Contracting Officer similar certified statements by its subcontractors.

(d) If this contract is completed before the next October 1, the certified statements to be furnished pursuant to paragraph (c) above shall be submitted within 60 days after completion. If this contract is not completed before the next October 1, the certified statements shall be submitted on or before November 30 of each year and shall cover taxes paid during the 12-month period that ended the preceding September 30.

(e) The certified statements to be furnished pursuant to paragraph (c) above shall be in the following form: I hereby certify that during the period . . . to . . . [insert dates], . . . [insert name of Contractor or subcontractor] paid North Carolina State and local sales and use taxes aggregating \$ . . . (State) and \$ . . . (local), with respect to building materials, supplies, fixtures, and equipment that have become a part of or annexed to a building or structure erected, altered, or repaired by . . . [insert name of Contractor or subcontractor] for the United States of America, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina State and local sales and use taxes paid on the property (shown separately), and the cost of property withdrawn from warehouse stock and North Carolina State and local sales or use taxes paid on this property are as set forth in the attachments.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

#### 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by auger borings, CBR's.
- (b) Weather conditions . . . . . (insert a summary of weather records and warnings).
- (c) Transportation facilities . . . . . (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations).
- (d) . . . . . (insert other pertinent information).

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

- (a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

#### 252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and



(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
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SEE SECTION 00102

(End of clause)

#### 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

#### 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

#### 5252.211-9301 PHASED CONSTRUCTION SCHEDULE (SEP 1996)

Within the overall project schedule, commence and complete the work in phases. Complete each phase of the work within the number of calendar days stated in the following schedule.

a. Schedule start day: The day designated as the beginning of a particular phase; the number listed is the number of calendar days from the award of contract.

b. Completion day: The day designated as the beginning of a particular phase; the number listed is the number of calendar days from the award of contract.

c. Schedule:

Phase	Description	Schedule Start Day	Completion Day
A	All work, including site work and utilities, in connection with the construction of Mainside Primary School, the 84 car parking lot adjacent to Mainside Intermediate School, the widening of Stone Street, and the demolition and new work at Russell Elementary school.	1	510
B	Time period to allow the Government to vacate the existing Stone Street Elementary School and move into Mainside Primary School.	511	540
C	All work in connection with the demolition of the existing Stone Street Elementary School, and the construction of the 192 car parking lot, bus loop, sidewalk pavements and associated utilities.	541	660
D	Any work in connection with the construction of Mainside Intermediate School and the demolition and new work at Berkley Manor Elementary School, Brewster Middle School and Midway Park Storage Building 4021 may be accomplished at any time during the entire construction period.	After receipt of Notice to Proceed	660

d. The work of a particular phase is complete and accepted before the scheduled completion day, immediately begin work on the subsequent phase unless otherwise restricted.

e. Any work in connection with the construction of Mainside Intermediate School and the demolition and new work at Berkley Manor Elementary School, Brewster Middle School and Midway Park Storage Building 4021 may be accomplished at any time during the entire construction period.

## 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

Within 10 days of receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

- X A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.
- X A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

The contract time for purposes of fixing the completion date, default and liquidated damages shall begin to run from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

## 5252.232.9302 LIMITATION ON EXTENT OF GOVERNMENT LIABILITY IN THE EVENT OF A BUY OUT PRIOR TO COMMENCEMENT OF CONSTRUCTION (JUL 1998)

- (a) For purposes of this clause, functional elements are defined as room layout and space allocations as determined by partitions, doors, or other architectural features. Aesthetic elements are defined as the facility's visual appearance and appeal.
- (b) If the government and the contractor are unable to mutually agree on the functional and aesthetic elements of the project design, the government may initiate a buy-out of the contract prior to the commencement of construction for a maximum settlement amount not to exceed four (4) percent of the contract amount. This amount shall be negotiated based on a reasonable cost incurred and may include a reasonable profit.
- (c) Actions taken by the government pursuant to this clause shall in no way be considered a termination for default. Upon payment of all negotiated amounts, all responsibilities and obligations of the parties are discharged.

## 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

- (1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

#### 5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

#### 5252.236-9310 RECORD DRAWINGS (JUN 1994)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the contract drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer.

SECTION J, LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE
(1)	WAGE DETERMINATION
(2)	SUBCONTRACTING PLAN FORM
(3)	CORPORATE EXPERIENCE FORM
(4)	BID BOND (SF24)
(5)	PERFORMANCE BOND (SF 25A)
(6)	PAYMENT BOND (SF 25)
(7)	DISCLOSURE OF LOBBYING ACTIVITIES

## General Decision Number NC030033

General Decision Number NC030033

Superseded General Decision No. NC020033

State: **North Carolina**

Construction Type:

**BUILDING**

County(ies):

**ONSLOW**

**BUILDING** CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories).

Modification Number Publication Date

0

06/13/2003

COUNTY(ies):

**ONSLOW**

SUNC1028A 03/21/2000

	Rates	Fringes
BRICKLAYERS	16.40	1.00
CARPENTERS (Including drywall hanging & batt insulation)	9.92	
CEMENT MASON/ CONCRETE FINISHERS	13.20	
ELECTRICANS	10.80	
IRONWORKERS, STRUCTURAL	10.00	
LABORERS, UNSKILLED	6.77	
PAINTERS, BRUSH (Including drywall finishing)	8.37	
PIPEFITTERS (including HVAC work)	14.59	4.05
PLUMBERS (Excluding HVAC PIPE)	12.00	
POWER EQUIPMENT OPERATORS:		
Backhoe	10.83	1.37
ROOFERS	9.00	
SHEET METAL WORKERS (including HVAC duct work)	10.53	2.17
TRUCK DRIVERS	8.85	

WELDERS: Recieve rate for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a

position on a wage determination matter

- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

**SUBCONTRACTING PLAN**  
**FOR**  
**SMALL BUSINESS**  
**SMALL DISADVANTAGED BUSINESS**

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

TITLE/LOCATION: \_\_\_\_\_

\_\_\_\_\_

The following, together with any attachments, is submitted as a Subcontracting Plan to satisfy the requirements of Federal Acquisition Regulations SUBPART 19.7. The following targets are proposed for the total contract including all option periods. This contract o does o does not contain option periods. (Use Attachment (2) for showing option periods.) Percentages may be rounded to nearest tenth of a percent.

1. a. Total Contract Value \$\_\_\_\_\_

b. Total Subcontracted \$\_\_\_\_\_ % of 1.a.

2. The following dollars and percentage targets are applicable to the contract cited above.

a. LB \$\_\_\_\_\_ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are large business concerns.

b. SB \$\_\_\_\_\_ % of 1.b. (2a. + 2b=100% of 1.b.)

Total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns and contracts awarded under the Javits Wagner O'Day Act Contracts (JWOD) to National Industries for the Severely Handicapped (NISH) and to National Industries for the Blind (NIB). This number includes all small businesses, including HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns and HBCU/MI (2c, 2d, 2e, 2f, 2g and 2h below). Attach support rationale for goals less than 65%.



c. HUBZone \$ \_\_\_\_\_ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are qualified HUBZone (historically underutilized business zone) small business concerns. Attach support rationale for targets less than 3%. (Included in 2b above, as a subset.)

d. WOSB \$ \_\_\_\_\_ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are women owned small business concerns. Attach support rationale for targets less than 14.4%. (Included in 2b, above, as a subset.)

e. SDB \$ \_\_\_\_\_ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are SB concerns owned and controlled by socially and economically disadvantaged individuals. Attach support rationale for targets less than 14.8%. (Included in 2b, above, as a subset.)

f. VOSB \$ \_\_\_\_\_ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are SB concerns owned and controlled by veterans. Attach support rationale for targets less than 3%. (Included in 2b, above, as a subset.)

g. SDVOSB \$ \_\_\_\_\_ % of 1.b.

Total planned subcontracting dollars under this contract will go to subcontractors who are SB concerns owned and controlled by service-disabled veterans. Attach support rationale for targets less than 3%. (Included in 2b. and 2f, above, as a subset.)

h. HBCU/MI \$ \_\_\_\_\_ % of 1.b.

Total planned subcontracting dollars under this contract will go to Historically Black Colleges and Universities or Minority Institutions as identified in FAR 26. (Included in 2b and 2e, above, as a subset.)

3. The following principal products and/or services will be subcontracted under this contract:

a. Products/services planned for subcontracting to LB concerns:

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b. Products/services planned to be subcontracted to SB concerns:

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c. Products/services planned to be subcontracted to HUBZone SB concerns:

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d. Products/services planned to be subcontracted to WOSB concerns:

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e. Products/services planned for subcontracting to SDB concerns:

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f. Products/services planned for subcontracting to VOSB concerns:

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g. Products/services planned for subcontracting to SDVOSB concerns:

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h. Products/services planned for subcontracting to HBCU/MI organizations:

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(ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

4. The following method was used to develop the above subcontracting targets (i.e., statement explaining how the products and services areas to be subcontracted were established, how the areas to be subcontracted to SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns and HBCU/MI were determined, and how SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns and HBCU/MI capabilities were determined).

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5. Source lists utilized in making the determinations in 4, above are as follows:

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6. Indirect and overhead costs o have o have not been included in the targets specified in 1 and 2 above. If "have" been is checked, explain the method used in determining the proportionate share of indirect and overhead costs to be allocated as subcontracts to SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns, and HBCU/MI and the products and services planned:

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7. The following employee will administer the subcontracting program:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TITLE: \_\_\_\_\_

This individual's specific duties, as they relate to the firm's subcontracting program, are general overall responsibility for this company's Small Business Program. This person should have knowledge of the federal small business programs and be knowledgeable about federal procurement practices. If the prime decides to change the person in this position, they must notify the contracting officer and the Deputy for Small Business. The administrator is responsible for the development, preparation and execution of individual subcontracting plans, and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including, but not limited to:

- a. Developing and maintaining bidders lists of SB, HUBZone, WOSB, SDB, VOSB, and , SDVOSB concerns, and HBCU/MI from all possible sources.
- b. Ensuring that procurement packages are structured to permit SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns, and HBCU/MI to participate to the maximum extent possible.
- c. Assuring inclusion of SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns, and HBCU/MI in all solicitations for products or services which they are capable of providing.
- d. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB, and HBCU/MI participation.
- e. Ensuring periodic rotation of potential subcontractors on bidders lists.

- f. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by SB, HUBZone, WOSB, SDB, VOSB, and SDVOSB concerns, and HBCU/MI.
- g. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- h. Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- i. Conducting or arranging for the motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- j. Monitoring attainment of proposed targets.
- k. Preparing and submitting required periodic subcontracting reports.
- l. Coordinating contractor's activities during the conducting of compliance reviews by Federal agencies.
- m. Coordinating the conduct of contractor's activities involving its small and small disadvantaged business subcontracting program.
- n. Additions to (or deletions from) the duties specified above are as follows:

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8. The following efforts will be taken to assure that SB, HUBZone SB, SDB, NISH/NIB, WOSB, VOSB, SDVOSB concerns, and HBCU/MI will have an equitable opportunity to compete for subcontracts.

- a. Outreach efforts will be made by identifying:
  - Contacts with minority and small business trade associations.
  - Contacts with business development organizations.
  - Attendance at small and minority business procurement conference and trade fairs.
- b. Sources will be requested from SBA's PRO-Net System available at <http://pro-net.sba.gov/pro-net/search.html> on the internet.

List other automated systems to be used.

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- c. The following internal efforts will be made to guide and encourage buyers:
  - (i) Workshops, seminars and training programs will be conducted.
  - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
  - (iii) Arrange interviews with SDB/WOSB contractors, NISH/NIB workshops and HBCU/MI.
- d. Small and SDB concern source lists, guides and other data identifying SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns will be maintained and utilized by buyers in soliciting subcontracts.

e. Additions to (or deletions from) the above listed efforts are as follows:

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9. The offeror (contractor) agrees that the clause 52.219-8 entitled "Utilization of Small Business Concerns" and 52.219-9 entitled "Small Business Subcontracting Plan" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except SB concerns, who receive subcontracts in excess of \$500,000 (\$1,000,000 for Construction) will be required to adopt and comply with subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of P.L. 95-507 and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage targets shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to review subcontracting program progress.
10. The offeror (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the bidder (contractor) with the subcontracting plan and with clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" contained in the contract. As required by P.L. 95-507, Section 211, the contractor shall submit the original and copy of "Subcontracting Report for Individual Contracts", SF 294, and "Summary Subcontract Report", SF 295, in accordance with the SF294/SF295 Distribution List provided by awarding contract agency. Regardless of the effective date of this contract, the reports shall be submitted for the entire life of the contract on the following dates:

<u>Information as of:</u>	<u>Mail by:</u>	<u>Due:</u>
March 31	April 25	April 30
September 30	October 25	October 30

The Report shall be sent to the address indicated on Attachment (1), SF294/SF295 Distribution List.

11. The offeror (contractor) agrees to maintain at least the following types of records to document compliance with this subcontracting plan:
- Source lists, guides and other data identifying SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns, and HBCU/MI.
  - Organizations contacted to locate SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns, and HBCU/MI.

- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating for each solicitation (1) whether SB concerns were solicited, and if not, why not; (2) whether HUBZone SB concerns were solicited, and if not, why not, (3) whether SDB concerns were solicited, and if not, why not; and (4) whether WOSB concerns were solicited, and if not, why not, (5) whether VOSB concerns were solicited, and if not, why not, (6) whether SDVOSB concerns were solicited, and if not, why not, and (7) reasons for the failure of solicited SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns, and HBCU/MI to receive the subcontract award.
- d. Records to support other outreach efforts, e.g., contacts with Minority and Small Business Trade Associations, business development organizations, and attendance at small and small disadvantaged business procurement conferences and trade fairs.

12. Plan Submitted by:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

13. Plan reviewed by:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Small Business Specialist

13. Plan reviewed by:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Small Business Administration – Procurement Center Representative

14. Plan approved by:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Procuring Contracting Officer

The original copy of this plan is included in the file and made a material part of the contract.

Copy to:

Small Business Specialist

SBA PCR

## Option Period Subcontracting Targets

Solicitation N- \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

	<u>Base Period</u>	<u>Option Period 1</u>	<u>Option Period 2</u>	<u>Option Period 3</u>	<u>Option Period 4</u>	<u>Total All Periods</u>
1. <u>Total Contract</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. <u>Total Subcontracted</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>(% of Line 1)</u>	% _____	% _____	% _____	% _____	% _____	% _____
3. <u>To LB</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>(% of Line 2)</u>	% _____	% _____	% _____	% _____	% _____	% _____
4. <u>To SB &amp; NISH/NIB</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>(% of Line 2)</u>	% _____	% _____	% _____	% _____	% _____	% _____
5. <u>To HUBZone SB</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>(% of Line 2)</u>	% _____	% _____	% _____	% _____	% _____	% _____
6. <u>To WOSB</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>(% of Line 2)</u>	% _____	% _____	% _____	% _____	% _____	% _____
7. <u>To SDB</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>(% of Line 2)</u>	% _____	% _____	% _____	% _____	% _____	% _____
8. <u>To VOSB</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>(% of Line 2)</u>	% _____	% _____	% _____	% _____	% _____	% _____
9. <u>To HBCU/MI</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>(% of Line 2)</u>	% _____	% _____	% _____	% _____	% _____	% _____

## **CORPORATE EXPERIENCE FORM**

Offeror: \_\_\_\_\_

Project Title: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Location: \_\_\_\_\_

Award Date: \_\_\_\_\_

Original Completion Date: \_\_\_\_\_ Final Completion Date: \_\_\_\_\_

Original Value: \_\_\_\_\_ Final Value: \_\_\_\_\_

Type of Contract: ☒ Fixed Price ☐ Cost Reimbursable

Project Description: \_\_\_\_\_

Customer Contact:

Name

## Organization

Address

Telephone Number

Fax Number



<div>BID BOND</div> <div>(See instruction on reverse)</div>	DATE BOND EXECUTED (Must not be later than bid opening date)	OMB NO.: 9000-0045 Expires: 09/30/98
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariate (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <div><input type="checkbox"/> INDIVIDUAL      <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE      <input type="checkbox"/> CORPORATION</div> STATE OF INCORPORATION
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SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR (Construction, Supplies, or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL						
SIGNATURE(S)	1.	2.	3.	Corporate Seal		
	(Seal)	(Seal)	(Seal)			
NAME(S) & TITLE(S) (Typed)	1.	2.	3.			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1.	2. (Seal)				
NAME(S) (Typed)	1.	2.				
CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
					\$	
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		


**INSTRUCTIONS**

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed                      dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

<b>PERFORMANCE BOND</b> <i>(See instructions on reverse)</i>		DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>		OMB No.: <b>9000-0045</b> Expires: 09/30/98		
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405						
PRINCIPAL <i>(Legal name and business address)</i>			TYPE OF ORGANIZATION <i>("X" one)</i>			
			<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP			
			<input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION			
			STATE OF INCORPORATION			
SURETY(IES) <i>(Name(s) and business address(es))</i>			PENAL SUM OF BOND			
			MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
			CONTRACT DATE		CONTRACT NO.	
OBLIGATION:						
We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.						
CONDITIONS:						
The Principal has entered into the contract identified above.						
THEREFORE:						
The above obligation is void if the Principal -						
(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.						
(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.						
WITNESS:						
The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.						
PRINCIPAL						
SIGNATURE(S)	1.	2.	3.	Corporate Seal		
	(Seal)	(Seal)	(Seal)			
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1.		2.			
	(Seal)		(Seal)			
NAME(S) <i>(Typed)</i>	1.		2.			
CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT	
					\$	
	SIGNATURE(S)	1.		2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.		2.		
Corporate Seal						
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable						
STANDARD FORM 25 (REV. 5-96 ) Prescribed by GSA-FAR (48 CFR) 53.228(b)						

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		

<b>BOND PREMIUM</b> 	RATE PER THOUSAND (\$)	TOTAL (\$)

**INSTRUCTIONS**

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

<b>PAYMENT BOND</b> (See instruction on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)	FORM APPROVED OMB NO.  <b>9000-0045</b>
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP  <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
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SURETY(IES) (Name(s) and business address(es))	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td colspan="2" style="height: 40px; vertical-align: bottom;">CONTRACT DATE</td> <td colspan="2" style="height: 40px; vertical-align: bottom;">CONTRACT NO.</td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	CONTRACT DATE		CONTRACT NO.	
PENAL SUM OF BOND													
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS										
CONTRACT DATE		CONTRACT NO.											

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	CORPORATE SEAL
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAMES (Typed)	1.	2.

CORPORATE SURETY(IES)				
S U R E T Y  A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.	
	NAMES(S) & TITLE(S) (Typed)	1.	2.	

**CORPORATE SURETY(IES) (Continued)**

<b>S U R E T Y  B</b>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.			
	NAMES(S) & TITLE(S) (Typed)	1.	2.			
<b>S U R E T Y  C</b>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.			
	NAMES(S) & TITLE(S) (Typed)	1.	2.			
<b>S U R E T Y  D</b>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.			
	NAMES(S) & TITLE(S) (Typed)	1.	2.			
<b>S U R E T Y  E</b>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.			
	NAMES(S) & TITLE(S) (Typed)	1.	2.			
<b>S U R E T Y  F</b>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.			
	NAMES(S) & TITLE(S) (Typed)	1.	2.			
<b>S U R E T Y  G</b>	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	CORPORATE SEAL
	SIGNATURE(S)	1.	2.			
	NAMES(S) & TITLE(S) (Typed)	1.	2.			

**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated **Principal** on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of the approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed **CORPORATE SURETY(IES)**. In the space designated **SURETY(IES)** on the face of the form insert only the letter identification of the sureties.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word **Corporate Seal**, and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action :</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action :</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only :</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subaward Tier _____, if known Congressional District, <i>if known</i> :		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, <i>if known</i> :
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number , if known:</b>	<b>9. Award Amount , if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):		<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):
<i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>		
<b>11. Amount of Payment</b> ( <i>check all that apply</i> ):  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		<b>13. Type of Payment</b> ( <i>check all that apply</i> ): <input type="checkbox"/> a. Retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. Other; specify: _____
<b>12. Form of Payment</b> ( <i>check all that apply</i> ): <input type="checkbox"/> a. Cash <input type="checkbox"/> b. In-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached :</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by title 3 1 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____
<b>Federal Use Only:</b>		<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL</b>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Use the SF-LL L-A Continuation Sheet for additional Information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the Implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g, the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying Number available for the Federal action identified in item 1 (e.g., Request-for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his or her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## DISCLOSURE OF LOBBYING ACTIVITIES



**CONTINUATION SHEET**

**Reporting Entity :** \_\_\_\_\_ **Page** \_\_\_\_\_ **of** \_\_\_\_\_

## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

##### (a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

##### (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

##### (e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

#### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 23622.

(2) The small business size standard is \$28,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

( ) is ( ) is not a historically black college or university;



( ) is ( ) is not a minority institution.

(End of provision)

## 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (May 2001) - Alternate I	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.225-12	Notice of Buy American Act Requirement--Construction Materials Under Trade Agreements	MAY 2002
52.236-28	Preparation of Proposals--Construction	OCT 1997

## CLAUSES INCORPORATED BY FULL TEXT

## PROPOSAL REQUIREMENTS

The technical proposal and price proposal shall be submitted in separate volumes. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

The offeror shall submit the following information:

- (1) Original and 1 copy of the completed SF33, acknowledgement of all amendments and completed Representations and Certifications (Section K)
- (2) Original and 5 copies of the technical proposal
- (3) Original and 1 copy of price proposal
- (4) Bid Bond

Proposal Format - **Technical** – Submit one original and five copies in 8-1/2 x 11 format, font size 12, limited to 65 pages. The 65 pages does not include the Subcontracting Plan. Proposals will be submitted in three ring binders. **Price** - Submit an original and one copy of the price proposal in a separate three ring binder. **Both the Technical and Price proposals shall be submitted with a cover page including name of prime contractor, address, phone, email and fax numbers, contract number and point of contact.**

EVALUATION CRITERIA**FACTOR 1: CORPORATE EXPERIENCE****RFP REQUIREMENT:**

1. Prime Contractor: Submit a list of up to ten relevant school projects with construction work valued at or over \$10 million currently under construction or completed by your firm within the past 5 years. Include a short description, with the contract number, title, location, list of clients and points of contact (POCs) on individual projects with accurate telephone numbers. NOTE: **Proposers are responsible to ensure POCs and phone numbers are current.** List the original month/year of contract completion with the original contract value and the actual month/year of completion with the final contract value for each project. Provide major causes for any difference between the original cost and completion date and the actual cost and completion date. Use the Corporate Experience Form in Section J.

## **FACTOR 2 - PAST PERFORMANCE**

### **RFP REQUIREMENT FOR PRIME CONTRACTOR**

**Past Performance** The Government will use references from offeror's submissions under the "Corporate Experience" Factor 1, the CCASS/ACASS system, and other sources. Should the offerors believe that the number of submissions under "Corporate Experience" is inadequate, they may submit a maximum of five additional forms. The additional projects may be dissimilar to that being solicited. Include awards, customer letters of commendation, etc. with current points of contact and current telephone numbers. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror to successfully meet the requirements of the RFP. More weight will be given to performance on projects similar to the one being solicited.

## **FACTOR 3 SAFETY:**

### **RFP REQUIREMENTS**

**a. EMR -** Submit insurance company Experience Modification Rate (EMR) for previous five years. Insurance companies establish an EMR for the company based on corporate past experience. The better the safety record of the contractor the lower the rate. Each company when initially established starts with a rate of 1.0. As experience is obtained the carrier either increases the rate to above 1.0 for poor performance or reduces the rate below 1.0 for good performance. A good performer pays a reduced amount (rate) for insurance. This lowering of operating cost facilitates improved performance by the contractor. If an EMR is not available from the insurance carrier, please certify that it is not available. Provide a point of contact with the insurance carrier for verification. Note: Please advise the agent that the Government will contact them to confirm these EMR's.

**b. OSHA Lost Work Day Rate.** Occupational Safety and Health Act (OSHA) LOST WORK DAY RATE for the last five years. This rate may also be obtained from the contractor insurance carrier. It is based on an industry standard calculation:

$$\text{LOST WORK DAY RATE} = \frac{(200,000 \times A)}{B}$$

Where A = the number of lost workday cases and B = total number of hours worked.

**c. OSHA Recordable Incidence Rate.** Occupational Safety and Health Act (OSHA) RECORDABLE INCIDENT RATE for the last five years. This may be obtained from the insurance carrier. It is based on an industry standard calculation:

$$\text{RECORDABLE INCIDENCE RATE} = \frac{(200,000 \times C)}{B}$$

Where C = the number of recordable incidents and B = total number of hours worked.

**d. OSHA Citations.** List Federal, State, and Municipal OSHA citations received for the last five years. Indicate whether citations are serious, resulted in fines, or are repetitive. OSHA establishment search will verify issued citations at <http://www.osha.gov/cgi-bin/est/est1>. The search provides an explanation of the results of OSHA inspections. These inspections often result in sizable fines for deficiencies observed by OSHA Compliance Officers. The searched data will indicate the type of violation. Violations that are serious should be treated with greater weight during evaluation. The search also indicates what promulgated the citation whether resulting from a scheduled or programmed visit, an employee complaint, or an accident. Verification may be obtained from local OSHA office. The phone number for Federal OSHA in Virginia is 441-3820.

#### FACTOR 4 - SUPPORT FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS AND WOMEN-OWNED SMALL BUSINESS PROGRAM

##### RFP REQUIREMENT:

COMMITMENTS TO HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone) SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB), WOMEN-OWNED SMALL BUSINESS (WOSB), VETERAN-OWNED SMALL BUSINESS (VOSB), SERVICE DISABLED VETERAN-OWNED SMALL BUSINESSES (SDVOSB) AND HISTORICALLY BLACK COLLEGE AND UNIVERSITY OR MINORITY INSTITUTION (HBCU/MI):

**The Naval Facilities Engineering Command has established subcontracting goals of at least 65% of the subcontracted effort to small businesses. Of the total subcontracted effort, the targets are a minimum of 3% to HUBZone firms, 14.8% to SDB firms, 14.4% to WOSB firms, 3% to VOSB firms and 3% to SDVOSB firms. Large Business firms will be evaluated against the above stated targets with more credit given to firms that exceed these targets.**

The two Subfactors for Small Business Support are of equal importance. The rating for these Subfactors will be based on the following:

- (a). Past Performance
- (b) Subcontracting Plan Effort

**Note:** A detailed description of the offerors' outreach program should be included in item "b".

Offerors must address the following subfactors in sufficient detail to allow proper evaluation and rating:

**Definitions/Guidance:**

The U. S. Small Business Administration's Procurement Marketing & Access Network (PRO-Net) is an online, interactive, electronic gateway of procurement information-for and about small businesses. PRO-Net contains more than 195,000 company profiles of small businesses, small disadvantaged businesses, women owned small businesses, HUBZone small businesses veteran owned small businesses and service disabled veteran owned small businesses. PRO-Net lists small disadvantaged businesses that have been certified by SBA. Use of SBA certified small disadvantaged business firms are mandatory for large businesses subcontracting work in accordance with DOD small business subcontracting plans. As of 1 October 1999, small disadvantaged business contractors and subcontractors must receive certification by SBA. Additionally, SBA must certify all HUBZone small businesses. The prime is expected to make every effort to accomplish the targets as assigned. The HUBZone target is 3% in fiscal year 2003. PRONet is available on SBA's web page at <http://www.sba.gov>

**(a) PAST PERFORMANCE IN UTILIZING HUBZone, SB, SDB, WOSB, VOSB, SDVOSB FIRMS, AND HBCU/MI IN PREVIOUS CONTRACTS**

**LARGE BUSINESS OFFERORS**

1. Provide information on any awards you received within the past three years for outstanding support to HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable, HBCU/MI.
2. Provide SF294s "Subcontracting Report for Individual Contracts" on four contracts (not necessarily those projects listed under Factor A, Past Performance) or any other documentation showing compliance with the utilization of HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable, HBCU/MI. Include the dollar value percentage of work (of total contract value) subcontracted to LB, HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable, HBCU/MI for each. If targets were not met on submitted contracts, provide an explanation as to why.
3. Provide performance evaluation ratings obtained on implementation of subcontracting plans, if available, on four DOD contracts.
4. Provide information on existing or pending mentor-protégé agreements.
5. Provide information, if available, on use of Community Rehabilitation Programs organizations certified under the Javits Wagner O'Day Program (JWOD) by NISH or NIB.

**SMALL BUSINESS OFFERORS**

1. Provide information on any awards you received within the past three years for outstanding support to HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, JWOD program, and if applicable, HBCU/MI.
2. Provide a list of four contracts (not necessarily those projects listed under Factor A, Past Performance). Include the total dollar value and the dollar value percentage of work (of total contract value) subcontracted to LB, HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable, HBCU/MI for each. If subcontracting was not used on submitted contracts, provide an explanation as to why for each category.

3. Provide information on existing or pending mentor-protégé agreements.
4. Provide information, if available, on the use of Community Rehabilitation Programs certified under Javits Wagner O'Day (JWOD) program by NIB or NISH.

(b) **PARTICIPATION OF SMALL BUSINESSES IN THE PERFORMANCE OF THIS PROJECT:**

**Evaluation will include the extent of participation of small businesses in terms of the total value of the acquisition.**

**LARGE BUSINESS OFFERORS**

1. Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.
2. Submit with your proposal, a subcontracting plan for this project which shall include the total contract value (including all option periods), the dollar value and percent of the total subcontracted effort including the effort to LB, SB, SDB, WOSB, VOSB, SDVOSB, HUBZone firms, and HBCU/MIs. Electronic copies of the Subcontracting Plan format can be found on the Internet at [www.lantdiv.navy.mil](http://www.lantdiv.navy.mil) under Doing Business With Us under Acquisition under Small Business Program. If firm commitments to subcontract exist, list the subcontractors by name. Otherwise, list the type of services to be subcontracted. If the subcontracting targets proposed are less than the NAVFAC subcontracting targets, provide supporting rationale.

**SMALL BUSINESS OFFERORS**

1. Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.
2. State the extent of work, including type and percentages, you plan to subcontract to LB, HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable, HBCU/MI. Small business offerors should not submit subcontracting plans.

**JOINT VENTURES**

1. If you are submitting an offer as a joint-venture, identify for each member of your joint-venture whether the member is a LB, HUBZone, SB, SDB, WOSB, VOSB, or SDVOSB firm, and, if applicable HBCU/MI; and the value in terms of dollars of the work to be performed by each member of your joint venture.
2. The Government will evaluate your joint venture as either a large business or small business based upon the information provided in 1., directly above.

**AN EXAMPLE OF CALCULATION OF SMALL BUSINESS SUBCONTRACTING TARGETS IS PROVIDED:**

<b>Total Contract Award Amount</b>	<b>\$1,000,000</b>
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<b>Total Projected Subcontracting Dollars</b>	<b>200,000</b>
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**Itemized List of Subcontracting Dollars:**



<b>Total Subcontracted to Large Business</b> <b>(100% - 65% = 35%) (\$200,000 x 35%)</b>	<b>70,000</b>
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<b>Total Subcontracted to Small Business</b> <b>(\$200,000 x 65%)</b>	<b>130,000</b>
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**Itemized List of Small Business Subcontracting:**

<b>Total to Other Small Business</b> <b>(\$200,000 x 26.8%)</b>	<b>53,600</b>
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<b>Total Small Disadvantaged Business</b> <b>(\$200,000 x 14.8%)</b>	<b>29,600</b>
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<b>Total Women Owned Small Business</b> <b>(\$200,000 x 14.4%)</b>	<b>28,800</b>
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<b>Total HUBZone Small Business</b> <b>(\$200,000 x 3%)</b>	<b>6,000</b>
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<b>Total Veteran Owned Small Business</b> <b>(\$200,000 x 3%)</b>	<b>6,000</b>
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<b>Total Service Disabled Veteran Owned Small Business</b> <b>(\$200,000 x 3%)</b>	<b>6,000</b>
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<b>Total Subcontract to Small Business</b>	<b>130,000</b>
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Several important Federal Acquisition Regulation (FAR) clauses relevant to Small Business Subcontracting are listed below:

- (a) FAR Clause 52.219-8, "Utilization of Small Business Concerns"
- (b) FAR Clause 52.219-9, "Small Business Subcontracting Plan"
- (c) FAR Clause 52.219-16, "Liquidated Damages Subcontracting Plan"
- (d) FAR Clause 52.226-1, "Utilization of Indian Organizations and Indian Owned Economic Enterprises"

DFAR Clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) is also relevant.

CLAUSES

All small business certifications must fully comply with the requirements of the FAR. Definitions of applicable types of small businesses are found in the FAR provisions listed below. A complete copy of the FAR is available on the Internet at <http://www.arnet.gov/far/>.

Types of Small Businesses

FAR subpart

<b>Small Business</b>	<b>19</b>
<b>Small Business Subcontractor</b>	<b>2</b>
<b>Small Disadvantaged Business</b>	<b>2</b>
<b>Women Owned Small Business</b>	<b>2</b>
<b>HUBZone Small Business</b>	<b>2</b>
<b>Veteran Owned Small Business</b>	<b>2</b>
<b>Service-Disabled Veteran-Owned Small Business</b>	<b>2</b>
<b>Indian Organizations and Indian Owned Economic Enterprises</b>	<b>26</b>
<b>National Institute for the Severely Handicapped</b>	<b>8.7</b>
<b>Historically Black Colleges Universities</b>	<b>2</b>
<b>Minority Institutions</b>	<b>2</b>

Note: All small business certifications must fully comply with the definitions found in the Federal Acquisition Regulations (FAR), Subpart 2 available on the Internet at <http://www.arnet.gov/far/>

**FACTOR 5: PROPOSED SCHEDULE****RFP REQUIREMENT:**

1. The RFP requires completion of construction within 660 calendar days after award. Provide a detailed construction schedule that illustrates your ability to achieve or exceed this schedule. Clearly state the number of days for completion. If an offeror proposes less than 660 calendar days, the proposed duration will be used to establish the contract completion date.

**FACTOR B: PRICE****RFP REQUIREMENT:**

1. Price shall be evaluated on the basis of the cumulative price for all the line items as shown in Section B-Schedule of Prices.

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**52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price construction contract resulting from this solicitation.

(End of clause)

## 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
26.6%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Onslow County, Camp Lejeune, North Carolina.**

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

COMMANDING OFFICER  
NAVAL FACILITIES ENGINEERING COMMAND, ATLANTIC DIVISION (CODE AQ)  
1510 GILBERT ST.  
NORFOLK, VA 23511-2699

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

18 September 2003 @ 9:00 AM

(c) Participants will meet at--

ROICC Office  
1005 Michael Road  
Camp Lejeune, North Carolina

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.navfac.navy.mil> Select Acquisition Online which will take you to the next page where you will select Library.

## SECTION M Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE:

52.211-6	Brand Name or Equal	AUG 1999
52.217-5	Evaluation Of Options	JUL 1990

**EVALUATION FACTORS FOR AWARD**

**A. Acquisition Strategy.** This will be a Best Value Source Selection process in accordance with FAR PART 15 to ensure selection of the source evidencing the best overall capability to perform the work in a manner most advantageous to the Government, as determined by evaluation of proposals according to the established criteria. Offerors' proposals shall include (1) Corporate Experience; (2) Past Performance; (3) Safety; (4) Support for Small Business, (5) Proposed Schedule and Price. Offerors will be encouraged to demonstrate innovative techniques to establish why their proposal will provide maximum benefit to the Government. The government intends to award the contract to the offeror offering the best value considering technical, price and other factors in accordance with the criteria set forth herein. The best value proposal may not be lowest priced proposal or the highest technically rated proposal.

**OFFERORS WILL BE ADVISED AN AWARD MAY BE MADE WITHOUT DISCUSSION OR ANY CONTACT CONCERNING THE PROPOSALS RECEIVED.**

Offerors should not assume they would be contacted, or afforded the opportunity, to qualify, discuss, or revise their proposals. However, the government may contact offerors for the purpose of clarifying aspects of the proposal. The government also reserves the right to enter into discussions if deemed necessary, and if discussions are conducted the offerors will be afforded the opportunity to revise their proposal.

**B. Basis of Evaluation.** This document sets forth the selection criteria and standards of acceptability and desirability in regard to evaluation factors appearing in Sections VIII and IX of this source selection plan. Adjective ratings are assigned after consideration of the factors deemed necessary to achieve the required contract goal. This document further establishes an evaluation process to assist the Technical Evaluation Board (TEB) and Source Selection Board (SSB).

**C. RFP EVALUATION FACTORS**

Proposals will be evaluated based on their technical merits and Price. Technical is approximately equal to price. The areas of consideration for evaluation of proposals are detailed below and will be included in the RFP. Factor A, Technical, will be a combination of Factors 1, 2, 3, 4 and 5. Factors 1, 2, 3, 4 and 5 are of equal importance. Subfactors are listed in **descending** order of importance except subfactors in Factor 5. The two subfactors in Factor 5 are equal in value.

The objective is selection of a contractor whose overall proposal demonstrates the best value to the Government based on the stated criteria.

The criteria evaluation factors include:

#### **A. Technical**

1. Corporate Experience
2. Past Performance
3. Safety
  - a. EMR
  - b. OSHA Lost work Day Rate
  - c. OSHA Recordable Incidence Rate
  - d. OSHA Citations
4. Small Business Subcontracting Effort
  - a. Past Performance
  - b. Subcontracting Plan Effort
5. Proposed Schedule

#### **B. Price**

**B. Proposal Format – Technical** – Submit one original and five copies in 8-1/2 x 11 format, font size 12, limited to 65 pages. The 65 pages does not include the Subcontracting Plan. Proposals will be submitted in three ring binders. **Price** - Submit an original and one copy of the price proposal in a separate three ring binder. **Both the Technical and Price proposals shall be submitted with a cover page including name of prime contractor, address, phone, email and fax numbers, contract number and point of contact.**

#### **D. RATING SCHEME**

- A. The following adjective ratings will be used in evaluation of both the major technical factors and the technical subfactors. Use uppercase letter ratings for major technical factors as well as the overall rating. Use lowercase letter ratings for technical subfactors.

Excellent – Proposal/factor demonstrates thorough and detailed understanding of requirements. Technical approach and capabilities significantly exceed performance and capability standards. Proposal/factor offers one or more strengths. Strengths significantly outweigh weaknesses, if any. The proposal/factor represents a high probability of success with no apparent risk in meeting the Government's requirements.

Good - Proposal/factor demonstrates good understanding of requirements. Technical approach and capabilities exceed performance and capability standards. Proposal/factor offers one or more strengths. Strengths outweigh any weaknesses. The proposal/factor represents a strong probability of success with overall low degree of risk in meeting the Government's requirements.

Satisfactory - Proposal/factor demonstrates acceptable understanding of requirements. Technical approach and capabilities meet performance and capability standards. Proposal/factor offers no strengths, or, if there are any strengths, these strengths are offset by weaknesses. The proposal/factor represents a reasonable probability of success with overall moderate degree of risk in meeting the Government's requirements.

Marginal - Proposal/factor demonstrates a limited understanding of requirements. Technical approach and capabilities are questionable as to whether or not they meet performance and capability standards necessary for acceptable contract performance. Proposal/factor contains weaknesses and offers no strengths, or, if there are any strengths, these strengths are outweighed by weaknesses. The proposal/factor represents a low probability of success with overall high degree of risk in meeting the Government's requirements. Proposal/factor might be made satisfactory with additional information and without a major revision of the proposal.

Poor - Proposal/factor demonstrates a lack of understanding of requirements. Technical approach and capabilities do not meet performance and capability standards necessary for acceptable contract performance. Proposal/factor contains major errors, omissions, significant weaknesses and/or deficiencies. The proposal/factor represents a very low probability of success with an extremely high degree of risk in meeting the Government's requirements. Proposal/factor could only be made satisfactory with major revision of proposal.

No Rating (NR) –If the offeror has no past performance, this rating will apply and is considered neither favorable nor unfavorable.

Note: The ratings of plus (+) and minus (-) may be used rating category.